	1	IN THE UNITED STATES DISTRICT COURT					
	2	FOR THE DISTRICT OF ALASKA					
	3	THE UNITED STATES for the use of)					
	4	GMW Fire Protection, Inc., an Alaska) Corporation,)					
	5) Plaintiff,)					
	6)					
	7	vs.)					
	8	KANAG'IQ CONSTRUCTION CO.,) INC., an Alaska Corporation, and)					
	9	WESTERN SURETY COMPANY, a) South Dakota Corporation,)					
	10)					
	11	Defendants.) Case No. A05-170 CI (TMB)					
	12	SPECIAL VERDICT FORM					
	13						
	14	We, the jury in the above-captioned case, find the following special verdict					
	15	submitted to us in the above-captioned case: I. UNFAIR TRADE PRACTICES					
	16						
	17	1. Did GMW engage in any unfair trade practices?					
	18	Answer "yes" or "no." Answer:					
	19	If you answered "no" to Question No. 1, proceed to Question No. 4. However, if you					
0 0 0 0 1	20	answered "yes" to Question No. 1, then answer Question No. 2.					
Eide & Gingras, P.C 425 G Street, Suite 930 Anchorage, Alaska 99501 (907) 279-0930 telephone (907) 279-0933 fax	21	2. Did GMW's unfair trade practice(s) cause damage to Kanag'iq?					
Ging Street, S age, Ala: 79-0930 7279-09	22	Answer "yes" or "no." Answer:					
ide & 425 G 425 G nochor (907) 2	23						
Ei. 4 4 4 4 (9) (9) (9)	24	If you answered "no" to Question No. 2, proceed to Question No. 4. However, if you answered "yes" to Question No. 2, then answer Question No. 3.					
	25						
		Special Verdict Form The United States for the use of GMW Fire Protection v. Kanag'iq Construction Co., Inc., et al. Case No. A05-170 Civil (TMB)					

	1	3.	What was the amount that Kanag'iq overpaid GMW? Enter the amount.		
	2		Answer:		
	3		II. CONTRACT		
	4	4.	Was the contract between Kanag'iq and GMW a unit price contract?		
	5		Answer "yes" or "no." Answer:		
	6 7	5.	Did GMW breach its unit price contract with Kanag'iq?		
	8		Answer "yes" or "no." Answer:		
	9	9 6.	Did Kanag'iq breach its unit price contract with GMW?		
	10		Answer "yes" or "no." Answer:		
	11	 7.	Did GMW's breach, if any, of its unit price contract with Kanag'iq cause		
	12		damage to Kanag'iq?		
	13		Answer "yes" or "no." Answer:		
	14 15	8.	Did Kanag'iq's breach, if any, of its unit price contract with GMW cause damage to GMW?		
	16		Answer "yes" or "no." Answer:		
	17	9.	If you found that GMW breached its unit price contract with Kanag'iq, what is the amount of Kanag'iq's damages resulting from that breach?		
	18		A		
	19				
(907) 279-0930 telephone (907) 279-0933 fax	20	10.	If you found that Kanag'iq breached its unit price contract with GMW, what is the amount of GMW's damages resulting from that breach?		
	22		Answer:		
	23				
	24				
	25				
		11			

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Special Verdict Form

The United States for the use of GMW Fire Protection v. Kanag'iq Construction Co., Inc., et al.

Case No. A05-170 Civil (TMB)

1						
2	11. Did GMW breach the implied promise of good faith and fair dealing?					
3		Answer "yes" or "no." Answer:				
4	If you answered "no" to Question No. 11, then answer Question No. 13. However, if you					
5	answ	vered "yes" to Question No. 11, proceed to Qu	iestion No. 12.			
6	12.	What dollar amount will fairly compensate Kanag'iq for GMW's breach of the implied promise of good faith and fair dealing?				
7 8		Answer:				
9		IV. QUANTUM	MERUIT			
10	13.	If there was no contract between GMW	and Kanag'iq:			
11		a. Did GMW furnish materials and p	provide services to Ka	nag'iq; and		
12 13		Answer "yes" or "no." Answer: _				
14		b. Did Kanag'iq knowingly accept services realizing there was no con		materials and		
15 16		Answer "yes" or "no." Answer: _				
17		c. Did Kanag'iq unfairly benefit fr additional compensation is paid to		materials if no		
18		Answer "yes" or "no." Answer: _				
19	14	If you answer "yes" to Questions a b a	and a above what am	aunt vanvasants		
20	14. If you answer "yes" to Questions a, b, and c above, what amount represents the reasonable value of the materials and services rendered by GMW, less any amount already paid by Kanag'iq?					
21		any amount arready para sy 12amag 14.				
22		Answer:				
23		DATED at Anchorage, Alaska this	lay of	2008.		
24						
25		F	oreperson of the Jury			
	Cracial	ol Vordiot Form		Dogo 2 of 2		